

The following proposal regarding Article 15.10 and Article 12.07 is applicable to the Unit 2 collective agreement and will form part of the Employer’s Schedule “C” which states:

Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement

Other Proposals

Agreement to all proposals in this Comprehensive Framework, including Schedules “A” and “B”, is subject to agreement to all items that **will be** contained in Schedule “C”.

15.10 PARTICIPATION

- 15.10.1 The Parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision- making processes of the University.
- 15.10.2 The Employer agrees to recommend (and to use its best offices to persuade) Senate and the Faculty Councils in which CUPE 3903 Unit 2 members are employed to:
- (i) Amend the relevant Senate document(s) to clearly state that part-time faculty are eligible for election to Senate; and
 - (ii) Establish a process whereby a guaranteed minimum number of Senate seats elected by Faculty Councils will be filled by part-time faculty members. Such minimum will provide significantly greater representation than is the case at present. It will take into account the variation among faculties of their share of elected seats, and the proportion of teaching done by part-time faculty members in the faculty. The recommended minimum will be 25% of elected Faculty Council seats. It is intended that this process will produce its first Senators by August 31, 1993.
- 15.10.3 The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of Teaching Assistants and Contract Faculty including, but not limited to:
- attendance as voting members at meetings of the departments in which they are employed;
 - service on the appropriate committees of the employing departments.

The employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a Faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

Where the central administration establishes a Task Force or ad hoc committee or working group whose membership includes full-time union-represented faculty

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employees, and the outcome of the deliberations of the Task Force **or ad hoc committee or working group** could potentially or is likely to have a significant and direct impact on bargaining unit work, the employer agrees that at least one member of the **Task Force/ad hoc committee/working group** will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

~~15.10.4 In the contract year 1998-99, The Vice-President (Academic Affairs) will send to each Faculty a copy of the letter attached as Appendix "I" recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.~~

Delete Appendix I

15.10.5 EXPERIENCE CREDIT FOR PARTICIPATION

- ~~(i) The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.~~
- ~~(ii) The parties will consider whether such credit is Cap-exempt in whole or in part.~~

In support of their participation as per Article 15.10.3 above, contract faculty employees in the CUPE 3903 Unit 2 bargaining unit who are elected or appointed to a committee of an academic unit in which they teach, a committee of Senate, or a Task Force or ad hoc committee or working group as may be established by the central administration will receive Type 2 APE participation credit as follows:

i. Minimum requirement for APE participation credit

A minimum of 20 hours of participation as described above in any one contract year is required to be eligible for APE participation credit.

ii. Value of APE participation credit

20 to 62.5 hours of participation: 1/6 or 0.17 FCE of APE participation credit
Greater than 62.5 hours: 1/3 or 0.33 FCE of APE participation credit.

iii. Article 12.04.1 (v) ("Cap") and Article 12.07 (iv) ("annual accrual of APE")

APE participation credit will be treated the same as other accrued APE in respect of the "cap" pursuant to article 12.04.1 (v) and the provisions regarding the annual accrual of APE pursuant to Article 12.07 (iv).

iv. Reporting APE participation credit

Contract faculty employees intending to receive APE participation credit for their participation in any contract year will obtain written confirmation of their service, including the hours they are claiming, from the chair of the relevant committee/task force/working group, using the Form set out as **Appendix "XX"** and will submit their total APE participation credit hours for the contract year, together with written confirmation of their participation from the relevant chair(s), to Faculty Relations and the Union by no later than September 15

immediately following the contract year in question.

The union will inform the Employer of any concerns with respect to the number of hours submitted by the contract faculty employee by September 30. After September 30 and by no later than October 23 the Employer will either approve or indicate if it has concerns with respect to the number of hours submitted by the contract faculty employee.

v. Updating Work Histories to incorporate APE participation credit

On October 30 and June 30, the Employer will update work histories as required to incorporate the APE participation credit that has been submitted since the last work histories update.

12.07 APPLICABLE PRIOR EXPERIENCE

In calculating the applicable prior experience of candidates for an appointment, the following formulae shall be applied:

- (i) Type 1 appointments shall be counted as applicable prior experience for one another on a 1:1 ratio. In the case of Type 1 appointments to Team Lecturer or Administrative positions, such appointments shall be counted 1:1 on a pro-rated basis in relation to a full course director appointment.

Type 1 appointments shall count as applicable prior experience for Type 2 appointments, on the basis of 1 Type 1 appointment = 3 Type 2 appointments.

- (ii) Type 2 appointments shall be counted as applicable prior experience for one another on a 1:1 ratio.

Type 2 appointments shall be counted as applicable prior experience for Type 1 appointments on the basis of 3 Type 2 appointments = 1 Type 1 appointment.

Employees who have not previously held a Type 1 position, upon being appointed to a course directorship, team lecturer or writing instructor position, may be required to upgrade their teaching/lecturing skills by attending the Centre for Support of Teaching.

In making appointments to Type 1 positions, applicable prior experience in Type 3 appointments shall be used as a tie-breaker provided that the competing candidates are equal in applicable prior experience, which must include experience in a Type 1 appointment, and have the “desirable” qualifications pursuant to 12.03.1(iv)(a).

In making appointments to Type 2 positions, applicable prior experience in Type 3 positions shall be used as a tie-breaker provided that the competing candidates are equal in applicable prior experience and have the “desirable” qualifications pursuant to 12.03.1(iv)(a).

- (iii) In making appointments to Type 3 positions, applicable prior experience in Type 1, Type 2 and Type 3 positions shall be counted on a 1:1:1 ratio. It is understood that, in applying the 1:1:1 ratio (and that ratio only), each Type 1 and Type 2 applicable prior

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experience credit counts as one full Type 3 credit regardless of whether the experience accrued was in full or partial courses. All Type 3 applicable prior experience credit counts shall remain as they were prior to 1 September 1989. Effective 1 September 1989, for Type 3 positions, each block of 150 hours of Type 3 work, or portion thereof, in any given academic session, shall count as one full Type 3 applicable prior experience credit.

- (iv) Effective September 1, 1997 no employee shall accrue applicable prior experience credits of more than three Type 1 or equivalent positions in any academic year (1 September to 31 August). During the period 1 September 1988 to 1 September 1997 that limit is four. Prior to 1 September 1988 there is no limit.

~~NOTE: A possible exception will be the addition of Participation credits, depending upon the agreement of the parties~~

Further to the agree-to language above, the Union will withdraw its Policy Grievance with respect to this matter, dated February 3, 2023.